



Contract Documents for Clarifiers Rehabilitation

AUGUST 12, 2026

ADVERTISEMENT FOR BIDS

RECEIPT OF BIDS: Sealed bids on forms prepared by the City of Essex Junction will be received by the City of Essex Junction at the City of Essex Junction offices, located at 2 Lincoln Street in Essex Junction, Vermont, until 2:00 p.m. (local time) on 08/ 27 /2026 for the Clarifiers Rehabilitation project.

The contract generally includes the following work items at the Water Resource Recovery Facility located at 35 Cascade Street in the City of Essex Junction:

Primary Clarifier #1

- All steel in immersion including walls, rake arms and any miscellaneous piping. This does not include the steel-effluent channels.
- Concrete Floors in immersion including grout injection to stop water infiltration, resurfacing, and lining.

ADD ALTERNATE A

- Add all atmospheric steel on Primary Clarifier #1. See Specification Section (2.02.B.)

Secondary Clarifier #1

- All steel in immersion including drum, rake arms and any miscellaneous piping.
- Concrete Floors in immersion including grout injection to stop water infiltration, resurfacing, and lining.

ADD ALTERNATE B

- Add concrete launder trough on Secondary Clarifier #1. See Specification Section (2.02.C.)

All work will be in accordance with Specifications and other Contract Documents and information prepared by the City of Essex Junction.

A non-mandatory pre-bid meeting will be held at the City of Essex Junction Water Resource Recovery Facility, 35 Cascade Street, Essex Junction, VT 05452 on Thursday, August 20, 2026, at 1:00 p.m. (local time). Prospective bidders are responsible for inspecting the site and being familiar with the Contract Documents.

OBTAINING CONTRACT DOCUMENTS: Specifications and other Contract Documents may be obtained by emailing Chelsea Mandigo, Water Quality Superintendent. at chelsea@essexjunction.org.

BIDS WILL BE PUBLICLY OPENED AND READ AT 2:00 p.m. (local time) on Thursday, August 27, 2026, in the first-floor conference room at the City of Essex Junction Offices located at 2 Lincoln Street, Essex Junction, Vermont 05452.

BID GUARANTY: Each bid shall be accompanied by an acceptable form of Bid Guaranty in an amount equal to at least five percent (5%) of the amount of the Bid, payable to the City of Essex Junction, as a guaranty that if the Bid is accepted, the Bidder will execute the Contract and file acceptable Performance, Labor, and Material Payment Bonds within ten (10) days after the award of the Contract. Acceptable form for a Bid Guaranty is either a bid bond or certified check. No bidder may withdraw their bid within 30 days after the actual date of the opening thereof. The owner reserves the right to waive any informalities and to reject any or all bids.

CONTRACT TIME: If awarded the Contract, the Contractor agrees to complete the work in its entirety, as indicated in the specifications, within 45 calendar days, commencing seven (7) days after the issuance of the Notice to Proceed. The anticipated contract start date for the project is September 14, 2026.

INFORMATION FOR BIDDERS

1. INVITATION TO BID

The City of Essex Junction will receive sealed bids for the Clarifiers Rehabilitation project. The contract generally includes the following work items at the City of Essex Junction Water Resource Recovery Facility at 35 Cascade Street, Essex Junction:

Primary Clarifier #1

- All steel in immersion including walls, rake arms and any miscellaneous piping. This does not include the steel-effluent channels.
- Concrete Floors in immersion including grout injection to stop water infiltration, resurfacing, and lining.

ADD ALTERNATE A

- Add all atmospheric steel on Primary Clarifier #1. See Specification Section (2.02.B.)

Secondary Clarifier #1

- All steel in immersion including drum, rake arms and any miscellaneous piping.
- Concrete Floors in immersion including grout injection to stop water infiltration, resurfacing, and lining.

ADD ALTERNATE B

1. Add concrete launder trough on Secondary Clarifier #1. See Specification Section (2.02.C)

A non-mandatory pre-bid meeting will be held at the City of Essex Junction Water Resource Recovery Facility on **Thursday, August 20, 2026, at 1:00 p.m. (local time)**. Prospective Bidders are responsible for inspecting the site and being thoroughly familiar with the Contract Documents.

Sealed bids, clearly marked in the lower left-hand corner "Bidding Documents "Clarifiers Rehabilitation Projects" on the outside of the envelope, will be accepted until **2:00 p.m. (local time)**, on **August 27, 2026**, and should be addressed to Chelsea Mandigo, Water Quality Superintendent, City of Essex Junction, 2 Lincoln Street, Essex Junction, Vermont 05452. Bids will be opened on August 27, 2026, at **2:00 p.m. (local time)** in the first-floor meeting room at the City of Essex Junction offices located at 2 Lincoln Street, Essex Junction, Vermont. It is the sole responsibility of the Bidder to see that their Proposal is received at the proper time. Any Proposal received after the scheduled closing time for receipt of Proposals will be returned to the Bidder unopened.

2. BID FORM

Each Proposal shall be made on a form prepared by the City of Essex Junction and contained in the section entitled Proposal and shall be submitted in a sealed envelope bearing the title of the work and the name of the Bidder.

Proposals shall not contain any recapitulations of the work to be done. Alternate proposals will not be considered unless called for. Oral proposals or modifications will not be considered.

3. INTERPRETATION OF DOCUMENTS

If any person contemplating submitting a Proposal is in doubt as to the true meaning of any part of the Drawings, Specifications, or other Contract Documents, or finds discrepancies in or omissions from the Drawings or Specifications, a written request (via email) for an interpretation or correction thereof may be submitted to Chelsea Mandigo, Water Quality Superintendent, City of Essex Junction, at chelsea@essexjunction.org up to seven (7) calendar days prior to the Bid Date indicated in Item 1. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the documents will be made only by Addendum duly issued, and a copy of the Addendum will be delivered via email to each person who received a set of the contract documents. The owner will not be responsible for any other explanation or interpretations of the contract documents. Questions received within seven (7) calendar days of the Bid Date in Item 1 will not be answered.

4. INFORMATION NOT GUARANTEED

All information in the Specifications relating to existing conditions has been compiled from sources and by methods considered to be reliable. However, there is no expressed or implied agreement that this information is correct, and it is understood that conditions in the field may vary from those indicated by the information available prior to construction. It is the intent of this Contract that the Contractor assumes all risks that may be encountered in the work.

5. EXAMINATION OF CONTRACT DOCUMENTS AND VISIT TO SITE

Before submitting a Proposal, Bidders shall carefully examine the Specifications, and other Contract Documents, visit the site, and generally make themselves aware of all existing conditions and limitations, and shall include in the proposal a sum to cover the cost of all items included in the Contract Documents. Each Bidder shall make themselves acquainted with the specifics of the project. Failure of the Bidder to do so will not relieve them of later responsibility.

6. AWARD OR REJECTION OF PROPOSAL

It is the intent of the Owner to award the Contract to the qualified responsible bidder with the lowest bid complying with these instructions. However, the City of Essex Junction reserves the right to reject or waive any informalities in, or reject any and all proposals, or to accept any proposal deemed in the best interest of the City of Essex Junction. No Bidder may withdraw their Proposal for a period of thirty (30) days after the date of opening thereof.

7. BID WITHDRAWAL

Any Bidder may withdraw their Proposal, by written request, at any time prior to the scheduled time for the bid opening.

8. CONSIDERATION OF INTERPRETATION OF BIDS

The Owner will examine and consider all Proposals submitted in compliance with the instructions contained in this Section of the Contract Documents.

In case of a difference between the stipulated amount of the Proposal written in words and the stipulated amount written in figures, the stipulated amount stated in written words shall govern.

9. BID SECURITY

Each Bid must be accompanied by a bid bond or certified check payable to the Owner for five percent of the total amount of the Bid.

10. TABULATION OF BIDS

A bid tabulation will be forwarded to all Bidders who have submitted Proposals in compliance with the instructions contained in this section of the Contract Documents. This tabulation will be forwarded within a reasonable time after the bids are opened.

11. ADDENDA

Any addenda issued during the time of bidding or forming a part of the Contract Documents provided to the Bidder for the preparation of their Proposal, shall be covered in the Proposal, and shall be made a part of the Contract. Receipt of each Addendum shall be acknowledged in the Proposal.

12. MULTIPLE PROPOSALS

No persons, firm, or corporation shall be allowed to make, file, or to be interested in more than one Proposal for the same work, unless alternate Proposals are called for. A person, firm, or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders.

13. CONTRACT BONDS

The successful Bidder, simultaneously with the execution of the Agreement, will be required to furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Agreement Amount and a Labor and Material Payment Bond equal to one hundred percent (100%) of the Agreement amount; said bonds shall be secured from a surety company satisfactory to the Owner.

14. INSURANCE.

Contractor agrees that it will provide and maintain at all times during the term of this Contract such insurance coverages as are indicated herein and that it will otherwise comply with the provisions that follow. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Contractor for the Contractor's operations. These are solely minimums that have been established to protect the interests of the City. Such policy or policies shall apply to the extent of, but not as a limitation upon or in satisfaction of, the indemnity provisions of this Contract. The provisions of this section shall also apply to all subcontractors, other lower tier contractors, independent contractors, and sole proprietors engaged by Contractor with respect to this Contract, and Contractor shall be entirely responsible for securing the compliance of all such persons or parties with these provisions. All policies required by this Contract shall be issued by an insurer licensed to do business in the State of Vermont with a rating of A or better from a financial rating organization such as S&P or AM Best. Contractor shall not commence or perform any work under this Contract until certificates of insurance are presented to the Municipality showing the required coverages are in full force and effect with at least the required coverage limit amounts and naming the City as an additional insured.

Contractor agrees to maintain at all times during the period of this Contract all of the following:

- a. General Liability. Commercial General Liability insurance coverage providing coverage on an “occurrence” rather than on a “claims made” basis, which policy shall include, but not be limited to, coverage for bodily injury, property damage, personal injury, contractual liability (applying to this Contract), independent contractors, and products-completed operations liability (if applicable). Contractor agrees to maintain at all times during the period of this Contract a total combined general liability policy limit of at least \$2,000,000 per occurrence and \$4,000,000 aggregate, applying to liability for bodily injury, personal injury, and property damage, which total limit may be satisfied by the limit afforded under its commercial general liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an umbrella or excess liability policy(ies); provided that the coverage afforded under any such policy in combination with the limits afforded by an umbrella or excess liability policy is at least as broad as that afforded by the underlying commercial general liability policy. The policies shall name the City as an additional insured.
- b. Automobile Liability. Business automobile liability insurance covering liability for bodily injury and property damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned, and hired automobiles and other motor vehicles utilized by Contractor in connection with its performance under this Contract. Such policy shall provide total liability limits for combined bodily injury and/or property damage in the amount of at least \$2,000,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an umbrella or excess liability policy(ies); provided that the coverage afforded under any such umbrella or excess liability policy(ies) shall be at least as broad with respect to such business automobile liability insurance as that afforded by the underlying policy. Unless included within the scope of Contractor’s commercial general liability policy, such business automobile liability policy shall also include coverage for motor vehicle liability assumed under contract. The policies shall name the City as an additional insured.
- c. Workers’ Compensation. Workers’ compensation insurance in compliance with all applicable statutes including an all states or universal endorsement where applicable. Such policy shall include employer’s liability coverage in an amount of no less than \$500,000. If Contractor is not required by statute to carry workers’ compensation insurance, Contractor agrees: (1) to provide City with evidence documenting Form 29 has been filed with the Vermont Department of Labor, which excludes Corporate officers or LLC members from the requirement of obtaining workers’ compensation insurance; (2) to provide prior notice to the City of any change in exemption status; and (3) to defend, hold harmless, and indemnify City from and against any and all claims and losses brought by Contractor or any subcontractor or other person claiming through Contractor for workers’ compensation or employers’ liability benefits for damages arising out of any injury or illness resulting from performance of work under this Contract. If any such change requires Contractor to obtain workers’ compensation insurance, Contractor agrees to promptly provide City with evidence of such insurance coverage.

15. LIQUIDATED DAMAGES

The sum of one thousand dollars (\$1,000) per calendar day is agreed upon as liquidated damages and shall be paid by the Contractor to the Owner for failure to commence on the date specified in the Notice to Proceed or for failure to complete the work in its entirety as shown on the Contract Plans within 45 calendar days.

16. MAILING PROPOSALS

Envelopes containing completed bids must be sealed, marked, and addressed as follows, and must also show the Bidder's complete name and address.

Chelsea Mandigo, Water Quality Superintendent

City of Essex Junction

2 Lincoln Street

Essex Junction, Vermont 05452

PROPOSAL

THE FOLLOWING PROPOSAL IS HEREBY MADE TO:

City of Essex Junction

1. **KNOWLEDGE OF LOCAL CONDITIONS AND CONTRACT DOCUMENTS**

The Undersigned has examined the location of the proposed work, the Drawings, Specifications, and other Contract Documents and information, and is familiar with the local conditions at the place where the work is to be performed.

2. **EXECUTION OF AGREEMENT AND FURNISHING BONDS**

Within ten (10) days after being awarded the Contract, the Undersigned agrees to execute the Agreement, and to furnish the necessary Contract Bonds.

3. **ADDENDA**

The Undersigned hereby acknowledge receipt of the following Addenda:

Addenda No.	Date
_____	_____
_____	_____

4. **CONTRACT TIME**

If awarded the Contract, the Contractor agrees to complete the work in its entirety, as described in a Contract Plans within 45 calendar days, commencing seven (7) days after the issuance of the Notice To Proceed. The anticipated contract start date for the project is September 14, 2026.

5. **OWNER'S RIGHTS RESERVED**

The Undersigned understands that the Owner reserves the right to reject any or all Proposals or to waive any formality or technicality in any Proposal in the interest of the Owner.

6. **SCHEDULE OF PRICES**

Schedule of Prices –

The Undersigned hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools, and services in accordance with the Specifications at lump sum amounts for each item established in Bid Schedule with an option of _____ dollars (\$ _____) total construction price.

Selection Basis

The City of Essex Junction will award the contract to the qualified responsive bidder with the lowest total base bid for all work related to City of Essex Junction Clarifiers Rehabilitation project. The selection basis for award of the project will be based on the total combined bid amount for all items in the bid schedule. The City of Essex Junction may adjust the scope of work items depending on funding and other factors.

TOTAL BASE BID - Clarifiers Rehabilitation project*	\$ _____
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* The City of Essex Junction reserves the right to reject or waive any informalities in, or reject any and all proposals, or to accept any proposal deemed to be in the best interest of the City of Essex Junction.

Bidders must bid on each and every item in the Bid Schedule, entering clearly in ink the bid price. The Schedule of Prices referred to herein are as follows:

The bidder agrees to perform all the work described in the Contract Documents for the following lump sum prices. All unit prices are to be shown in both words and figures. In case of a discrepancy, the words shall govern.

Bid Schedule

Base Bid

Primary Clarifier #1

Item No.	Description	Lump Sum Price
1	Rehabilitation of all steel in immersion, including walls, rake arms, and miscellaneous piping. Excludes steel effluent channels.	\$ _____
2	Rehabilitation of concrete floors in immersion, including grout injection to stop water infiltration, surface preparation/resurfacing, and protective lining.	\$ _____

Secondary Clarifier #1

Item No.	Description	Lump Sum Price
3	Rehabilitation of all steel in immersion, including drum, rake arms, and miscellaneous piping.	\$ _____
4	Rehabilitation of concrete floors in immersion, including grout injection to stop water infiltration, surface preparation/resurfacing, and protective lining.	\$ _____

Add Alternates

Alternate No.	Description	Lump Sum Price
Add Alternate A	Rehabilitation of all atmospheric steel on Primary Clarifier #1 (per Specification Section 2.02.B).	\$ _____
Add Alternate B	Rehabilitation of concrete launder trough on Secondary Clarifier #1 (per Specification Section 2.02.C).	\$ _____

Bid Summary

Description	Amount
Base Bid Total (Items 1-4)	\$ _____
Add Alternate A	\$ _____
Add Alternate B	\$ _____
Total Base Bid + All Alternates	\$ _____

*The City of Essex Junction reserves the right to reject or waive any informalities in, or reject any and all proposals, or to accept any proposal deemed to be in the best interest of the City of Essex Junction.

Bidders must bid on each and every item in the Schedule entering clearly in ink the price bid. The Schedule of Prices referred to herein are shown above:

The bidder agrees to perform all the work described in the Contract Documents for the lump sum prices shown above.

PROPOSAL

8. GENERAL REQUIREMENTS

The undersigned agrees to conform to the following additional general requirements:

- a. All of the work shall be done in accordance with Information For Bidders, the Proposal, the Agreement, and the Specifications.
- b. All materials, unless otherwise specified, shall meet the requirements of the Specifications.
- c. The undersigned agrees to provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work contained in the Specifications within the specified time.
- d. The undersigned agrees to pay liquidated damages of \$1,000.00 per calendar day for failure to commence on the date specified in the Notice to Proceed or for failure to complete the work in its entirety as shown on the Contract Plans within 45 calendar days.

THE ABOVE PROPOSAL IS HEREBY SUBMITTED BY:

CONTRACTOR

BY

TITLE

BUSINESS ADDRESS

CITY

STATE

DATE

**CERTIFICATION OF BIDDER'S
QUALIFICATIONS AND USE OF
SUBCONTRACTED SERVICES**

This data must be included in and made part of the submittal bid documents. Failure to comply may be regarded as justification for rejecting the Contractor's proposal. Additional pages may be added as necessary by the Bidder.

The names and residences of all persons and parties interested in this Proposal as principals are as follows: (Note: Give the first and last names in full. If a corporation, give names of all officers and directors. If a partnership, give name of all partners.)

The Undersigned agrees that all work to be performed by subcontractors and the approximate amount to be paid the sub-contractors, is as listed below. All sub-contractors must be listed and all sub-contractors must be approved by the Engineer.

Description
of Sub-Contract

Name and Address
of Sub-Contractor

Approximate
Amount
of Sub-Contract

The Undersigned submits the following information to enable the Owner to judge of their experience and ability to perform the proposed work.

1. Name and names of resident supervisor or supervisors who will be assigned to this Project. State any of their special qualifications.

2. How many years has your organization been in business as a general contractor under the name in which you propose to execute this Contract?

3. Has your present organization ever failed to complete any work awarded to it? If so, state when, where, and why.

This Certification is submitted by:

Name of Contractor

Authorized Signature

Title

Business Address

City	State
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Date

AGREEMENT

THIS AGREEMENT, made this ___ day of _____, 2026, by and between the City of Essex Junction, a Vermont municipality having its municipal offices at 2 Lincoln Street, Essex Junction Vermont, (hereinafter "Owner" or "City"), and _____, hereinafter called the Contractor (collectively herein also the "Parties").

WHEREAS, Owner seeks to have Contractor perform certain construction described in Contract Documents, Drawings and Specifications ("Specifications") for the project entitled Clarifier Rehabilitation project attached hereto;

WHEREAS, Contractor wishes to perform the construction described in said Specifications; and

WHEREAS the Owner and the Contractor wish to set forth the terms and conditions of said construction in this Agreement;

NOW THEREFORE, in consideration of the fore and mutual covenants and agreements set forth herein, the Parties agree going as follows:

1. SCOPE OF WORK. The Contractor hereby agrees to commence and complete the construction described in the Drawings and Specifications.
2. COMPENSATION. The Contractor agrees to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete in a professional, workmanlike manner and in strict compliance with all work shown on the Drawings and described in the Specifications for the sum of _____ as shown in the Bid Schedule.
3. This Agreement includes the work shown on the Drawings and described in the Specifications, which are fully incorporated and referenced herein and together with this Agreement, form the Contract and the Contract Documents. There shall be no deviation from the Contract Documents without written approval of the Parties.
4. TERM. Work under the Contract shall be commenced within seven (7) days after the written "Notice to Proceed," and all work shall be completed in its entirety within 45 calendar days.
5. The Contractor agrees to bind every sub-contractor by the terms of the Contract Documents. The Contract Documents shall not be construed as creating a contractual relationship between any sub-contractor and the Owner. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.
6. OVERSIGHT. All work shall be done under the general supervision of the Owner or Owner's representative, as designated by the Owner. Contractor shall perform and complete all work in the Contract Documents in a workmanlike manner. The Owner or Owner's representative shall decide any and all questions that may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of Drawings and Specifications, and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.
7. ASSIGNMENT. This Agreement and all of the covenants contained herein shall inure to the benefit of and be binding upon the Owner and the Contractor respectively and their partners, successors,

permitted assigns and legal representatives. Neither the Owner nor the Contractor shall have the right to assign or transfer their interests or obligations hereunder without the written consent of the other Party.

8. PAYMENT AND RETAINAGE. No later than the 10th day of each calendar month, the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under the Contract based on the attached Bid Schedule. Certification shall be made by the Contractor and Owner's Representative. To ensure proper performance of the Contract, the Owner shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all work covered by the Contract ("Retainage").

In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration.

All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or restoration of any damaged work, or as a waiver of the right of the Owner to require fulfillment of all the terms of the Contract. Risk of loss of the materials shall remain with the Contractor for any stored materials until the installation or completion of the work.

9. COMPLIANCE WITH LAWS. Any fine or penalty imposed by the State of Vermont due to excavation, movement or erosion of the soils on the site during the term of the Contract shall be the sole responsibility and expense of the Contractor. The Contractor shall comply with any and all State, local or federal laws, rules and regulations.

10. INSURANCE. Contractor agrees that it will provide and maintain at all times during the term of this Contract such insurance coverages as are indicated herein and that it will otherwise comply with the provisions that follow. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Contractor for the Contractor's operations. These are solely minimums that have been established to protect the interests of the City. Such policy or policies shall apply to the extent of, but not as a limitation upon or in satisfaction of, the indemnity provisions of this Contract. The provisions of this section shall also apply to all subcontractors, other lower tier contractors, independent contractors, and sole proprietors engaged by Contractor with respect to this Contract, and Contractor shall be entirely responsible for securing the compliance of all such persons or parties with these provisions. All policies required by this Contract shall be issued by an insurer licensed to do business in the State of Vermont with a rating of A or better from a financial rating organization such as S&P or AM Best. Contractor shall not commence or perform any work under this Contract until certificates of insurance are presented to the Municipality showing the required coverages are in full force and effect with at least the required coverage limit amounts and naming the City as an additional insured.

Contractor agrees to maintain at all times during the period of this Contract all of the following:

- a. General Liability. Commercial General Liability insurance coverage providing coverage on an "occurrence" rather than on a "claims made" basis, which policy shall include, but not be limited to, coverage for bodily injury, property damage, personal injury, contractual liability (applying to this Contract), independent contractors, and products-completed operations liability (if applicable). Contractor agrees to maintain at all times during the period of this Contract a total combined general liability policy limit of at least \$2,000,000 per occurrence and \$4,000,000 aggregate,

applying to liability for bodily injury, personal injury, and property damage, which total limit may be satisfied by the limit afforded under its commercial general liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an umbrella or excess liability policy(ies); provided that the coverage afforded under any such policy in combination with the limits afforded by an umbrella or excess liability policy is at least as broad as that afforded by the underlying commercial general liability policy. The policies shall name the City as an additional insured.

- b. Automobile Liability. Business automobile liability insurance covering liability for bodily injury and property damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned, and hired automobiles and other motor vehicles utilized by Contractor in connection with its performance under this Contract. Such policy shall provide total liability limits for combined bodily injury and/or property damage in the amount of at least \$2,000,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an umbrella or excess liability policy(ies); provided that the coverage afforded under any such umbrella or excess liability policy(ies) shall be at least as broad with respect to such business automobile liability insurance as that afforded by the underlying policy. Unless included within the scope of Contractor's commercial general liability policy, such business automobile liability policy shall also include coverage for motor vehicle liability assumed under contract. The policies shall name the City as an additional insured.
- c. Workers' Compensation. Workers' compensation insurance in compliance with all applicable statutes including an all states or universal endorsement where applicable. Such policy shall include employer's liability coverage in an amount of no less than \$500,000. If Contractor is not required by statute to carry workers' compensation insurance, Contractor agrees: (1) to provide City with evidence documenting Form 29 has been filed with the Vermont Department of Labor, which excludes Corporate officers or LLC members from the requirement of obtaining workers' compensation insurance; (2) to provide prior notice to the City of any change in exemption status; and (3) to defend, hold harmless, and indemnify City from and against any and all claims and losses brought by Contractor or any subcontractor or other person claiming through Contractor for workers' compensation or employers' liability benefits for damages arising out of any injury or illness resulting from performance of work under this Contract. If any such change requires Contractor to obtain workers' compensation insurance, Contractor agrees to promptly provide City with evidence of such insurance coverage.

11. UTILITY CONNECTION FEES. Any utility connection fees shall be the responsibility and expense of the Owner.

12. Any property corner markers disturbed or damaged by the Contractor will be replaced at the Contractor's expense by a Vermont Licensed Land Surveyor.

13. WARRANTY. The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final completion, which shall be determined by the Owner or the Owner's Representative. The Contractor warrants and guarantees or a period of one(1) year from the date of substantial completion of the work that the completed work is free from all defects due to faulty materials or workmanship and the Contractor shall, at their expense, promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the work resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. Contractor shall pay those costs within ten days of presentment by the Owner. The warranty must be secured either by contractor's performance bond or such other security as is acceptable to the City.

14. NON-APPROPRIATION. If this Contract extends into more than one fiscal year of the City and if appropriations are insufficient to support this Contract, the City may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Contract is grant funded in whole or in part by federal or State funds, and in the event federal or State funds become unavailable or reduced, the City may suspend or cancel this Contract immediately, and the Municipality shall have no obligation to pay Contractor from City revenues.

15. BREACH/DEFAULT. The City may terminate this Contract with or without cause upon 30 days written notice. Moreover, the City may also terminate this Contract for breach and an example of such breach may be one the following: failure to abide by the terms of the Contract; failure to follow the specifications contained in the Contract Documents; failure to perform the work in a timely or workmanlike manner; misrepresentation; failure to uphold a term contained in this Agreement; or bankruptcy.

The non-breaching party shall provide notice of the termination of this Contract to the breaching party.

In the event of a breach by the Contractor to perform under the terms of the Contract, the Owner may withhold payments due under this Agreement until such time as damages are able to be determined. Owner shall be entitled to seek any remedies available under the law, not limited to recovering from Contractor any and all amounts expended by the Owner to have the work described Contract Documents completed by another contractor, including but not limited to any funds expended to gain compliance with the Contract Documents, including but not limited to labor, expert fees, materials, court costs, attorney fees or the like.

16. LIQUIDATED DAMAGES. The sum of one thousand dollars (\$1,000) per calendar day is agreed upon as liquidated damages and shall be paid by the Contractor to the Owner for failure to commence on the date specified in the Notice to Proceed or for failure to complete the work in its entirety as shown on the Contract Plans within 45 calendar days. This amount shall be in addition to any other remedy set forth herein.

17. INDEMNITY. Contractor agrees to defend, indemnify, and hold harmless the City and its officers, agents, subcontractors, employees, and representatives from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description, including the costs of defense, settlement and attorney's fees, arising out of or related to the Contractor's, Contractor's employees, subcontractors, representatives, or agents' performance of this Agreement.

18. DISPUTE RESOLUTION. All disputes arising out of or related to this Agreement and the services of the Contractor shall be heard in the Vermont Superior Court, Chittenden Civil Division. In the event that litigation arises from this Agreement, the parties agree to reimburse the prevailing party's attorney fees, costs and expenses, in addition to any other relief the prevailing party is entitled to.

19. ENTIRE AGREEMENT. This Agreement and the documents referenced herein contains the entire understanding between the Parties and supersedes any prior understandings and agreements or representations by or between the Parties, written or oral, with respect to the subject matter hereof and may not be modified except in writing by all authorized Parties.

20. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

21. NOTICES. All notices, requests, demands, claims, and other communications hereunder shall be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly delivered three business days after it is sent by registered or certified mail, return receipt requested, postage prepaid, or one business day after it is sent for next business day delivery via a reputable nationwide overnight courier service, or the same day if sent by email prior to 5 P.M.

Notices to the City shall be sent to the City Manager at 2 Lincoln Street, Essex Junction, VT 05452.

22. WAIVER. No waiver by either Party of any right or remedy hereunder shall be valid unless the same shall be in writing and signed by the Party giving such waiver. No waiver by either Party with respect to any default, misrepresentation, or breach of warranty or covenant hereunder shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent occurrence.

23. SEVERABILITY. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power to limit the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified.

24. NO CONSTRUCTION AGAINST THE DRAFTER. Should a Court deem there to be an ambiguity in this Contract, both Parties agree that neither shall claim a construction against the drafter of the ambiguity.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement, the day and year first above written;

<u>City of Essex Junction</u>	<u></u>
OWNER	CONTRACTOR
<u>BY</u>	<u>BY</u>
<u>TITLE</u>	<u>TITLE</u>
<u>2 Lincoln Street</u>	<u></u>
BUSINESS ADDRESS	BUSINESS ADDRESS
<u>Essex Junction, Vermont 05452</u>	<u></u>
CITY STATE	CITY STATE
<u>IN PRESENCE OF</u>	<u>IN PRESENCE OF</u>

NOTICE TO PROCEED

TO _____ _____ _____ _____	DATE _____ PROJECT <u>Essex Junction</u> <u>Clarifiers Rehabilitation</u> _____
-------------------------------------	--

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2026, on or before _____, 2026, and you are to complete the WORK within 45 calendar days.

City of Essex Junction
OWNER
BY _____
TITLE _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice to
Proceed is hereby acknowledged by

this the _____ day of
_____, 20__ 26
By _____
Title _____

CHANGE ORDER

Date: _____

Change Order No: _____

Name of Project: Essex Junction Clarifiers Rehabilitation

Project Owner: City of Essex Junction

Contractor: _____

The following changes are hereby made to the Contract:

Justifications:

Change to Contract Price: \$ _____

Original Contract Price: \$ _____

Current Contract Price adjusted by previous Change Order: \$ _____

Contract Price due to this Change Order will be (increased) (decreased) by: \$ _____

New Adjusted Contract Price: \$ _____

Change to Contract Time: _____

The Contract Time will be (increased) (decreased) by _____ Calendar days

The date for completion of all work will be _____

APPROVALS:

Contractor: _____

Construction Inspector: _____

Owner: _____

CERTIFICATE OF FINAL COMPLETION

Contract No: _ Agreement Date: _____

Project Name: **Essex Junction Clarifiers Rehabilitation**

Contract Description: _____

FINAL CERTIFICATION OF CONTRACTOR

I hereby certify that the WORK as identified in the Final Estimate of Payment for construction CONTRACT WORK dated _____, represents full compensation for the actual value of WORK completed. All WORK completed conforms to the terms of the AGREEMENT and authorized changes.

CONTRACTOR: _____

Date: _____

Signature: _____

Title: _____

FINAL ACCEPTANCE OF OWNER

I, as representative of the OWNER, accept the above Final Certifications and authorize Final Payment
in the amount of \$ _____

OWNER: City of Essex Junction

Date: _____

Authorized Representative: _____

Title: _____

SPECIFICATIONS AND SUMMARY OF WORK

1.01 SUMMARY

- A. Section Includes:
 - 1. Work under this section consists of surface preparation, blast hold priming and field coating application necessary to complete work.
 - 2. Use coating systems specified in this section to finish all components, unless otherwise indicated. Without restricting volume or generality, work to be performed under this section may include, but is not limited to:
 - a. Interior steel (immersion)
 - b. Concrete Launder Channel (immersion)
 - c. Exterior Steel walkways and Miscellaneous Steel (atmospheric)

1.02 REFERENCES

List of standards that may be referenced in this section, complete with designations and titles. These standards may be identified here and referenced in other parts of this section by their acronym and alpha/numeric designation only. This Section does not require compliance with these standards but is merely a listing of those that may be referenced.

- A. Publications listed are part of this specification to extent referenced.
- B. ASTM International:
 - 1. ASTM D16 Terminology Relating to Paint, Varnish, Lacquer, and Related Products
 - 2. ASTM D3359 Test Method for Measuring Adhesion by Tape Test
 - 3. ASTM D4263 Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method.
 - 4. ASTM D4541 Test Method for Pull Off Strength of Coatings Using Portable Adhesion-Testers
 - 5. ASTM D1005 Test for determining dry film thickness
 - 6. ASTM D4417 Test for determining surface profile
 - 7. ASTM E2501 Light Source Products for Inspection of Fluorescent Coatings
- C. AMPP International:
 - 1. SSPC-SP1 Specification for Solvent Cleaning
 - 2. SSPC-SP2 Specification for Hand Tool Cleaning
 - 3. SSPC-SP3 Specification for Power Tool Cleaning
 - 4. SSPC-SP5/NACE #1 Specification for White Metal Blast Cleaning
 - 5. SSPC-SP6/ NACE #3 Specifications for Commercial Blast Cleaning
 - 6. SSPC-SP7/ NACE #4 Specifications for Brush-Off Blast Cleaning
 - 7. SSPC-SP10/NACE #2 Specification for Near White Metal Blast Cleaning
 - 8. SSPC-SP11 Specification for Power Tool Cleaning to Bare Metal
 - 9. SSPC-SP13/NACE #6 Specification for Surface Preparation of Concrete
 - 10. SSPC-SP15 Specification for Commercial Power Tool Cleaning
 - 11. SSPC-SP16 Specification for Brush Blast Cleaning of Coated and Uncoated Galvanized Steel Stainless Steel and Non-Ferrous Metal
 - 12. SSPC-PA1 Painting Application Specification
 - 13. SSPC-PA2 Measurement of Dry Paint Thickness with Magnetic Gages
 - 14. Water Jetting Surface Preparation ... by High and Ultra-High Pressure
 - 15. SSPC-TU11 Inspection of Fluorescent Coating Systems

- D. ICRI – International Concrete Repair Institute
3166 S. River Rd., Suite 132
DesPlaines, IL 60018
(847) 827-0830

- a. Technical Guideline 310.2R, "Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays"
- b. Technical Guideline 310.2R, "Guide for Selecting Application Methods for the Repair of Concrete Surfaces"
- c. Technical Guideline 310.2R, "Guide for Surface Preparation for the Repair of Deteriorated Concrete Resulting from Reinforcing Steel Corrosion"

1.03 DEFINITIONS

- A. The term Coating shall in a general sense have reference to zinc primers, and Elastomeric Polyurethane type coatings and application of these materials.
- B. DRY FILM THICKNESS (DFT): Thickness, measured in mils (1/1000 inch), of a coat of paint in cured state.

1.04 SUBMITTALS

- A. Product Data:
- 1. Submit manufacturer's literature describing products to be provided, giving manufacturer's name, product name, and product line number for each material.
 - 2. Submit technical data sheets for each coating, giving descriptive data, curing times, mixing, thinning, and application requirements.
 - 3. Submit color charts showing manufacturer's full range of standard colors.
- B. Quality Assurance Submittals:
- 1. Certificates:
 - a. Provide manufacturer's certification that products to be used comply with specified requirements and are suitable for intended application.
 - b. Submit listing of not less than 5 of applicator's most recent applications representing similar scope and complexity to Project requirements. List shall include information as follows:
 - i) Project name and address
 - ii) Name of owner
 - iii) Name of contractor
 - iv) Name of engineer
 - v) Date of completion
 - 2. Manufacturer's Instructions:
 - a. Submit manufacturer's installation procedures, if not on product data sheets, which shall be basis for accepting or rejecting actual installation procedures.

1.05 QUALITY ASSURANCE

- A. Qualifications:

1. Applicator shall be trained in application techniques and procedures of coating materials and shall demonstrate a minimum of 5 years successful experience in such application.
 - a. Maintain, throughout duration of application, a crew of painters who are fully qualified.
 2. Single Source Responsibility:
 - a. *Coating* shall be of a single manufacturer.
 - b. Secondary materials, which are produced or are specifically recommended by coating system manufacturer, may be used.
- B. Installer Qualifications: Engage applicators approved by the manufacturer, which have successfully completed applications using similar specified materials on projects of similar size and scope.
1. Provide (3) three references with name, address, and telephone number.
 2. Provide written approval from the material manufacturer.
 3. All of the contractor's jobsite personnel must be trained in the hazards associated with confined space entry. All personnel entering a confined space shall be certified for confined space entry.
- C. Quality Control
4. The contractor shall submit a Quality Plan (QP) including an Inspection Test Plan ITP indicating all quality control testing that will be performed during the application including acceptance criteria. The Contractor shall submit a sample of their Quality Control Reporting documents for approval by the owner or Owners representative prior to project start-up.
 5. Quality Control Reporting- The Contractor shall record all Quality Control operations on a daily QC report that will be delivered to the Owner or Owners representative at interims agreed upon during the pre-Job Meeting.
 6. The contractor shall have a designated trained Quality Control Inspector who will carry out or supervise all Quality Control Inspections.
 7. The Owner or Owners Representative retains the right to engage a Third Party Quality Assurance Inspector to verify all quality control procedures.

1.06 DELIVERY AND STORAGE

- A. Packing and Shipping:
1. Deliver products in manufacturer's original unopened containers. Each container shall have manufacturer's label, intact and legible.
 2. Include on label for each container:
 - a. Manufacturer's name
 - b. Type of paint

- c. Manufacturer's stock number
 - d. Color name and number
 - e. Instructions for thinning, where applicable
- B. Storage and Protection:
 - 1. Store materials in a designated protected area in accordance with Product Information instructions.

1.07 PROJECT CONDITIONS

- A. Environmental Requirements:
 - 1. Apply coating materials per manufacturer's printed data sheet instructions:
 - a. Refer to specific product data sheets for minimum surface temperature requirements. Surface temperatures shall be at least 5 degrees F above dew point and in a rising mode.
 - b. Provide for proper ventilation using explosion proof equipment. Allow to operate during the complete cure cycle of the coating
 - c. Adequate illumination shall be provided using explosion proof lights and equipment.
 - d. Atmosphere shall be free of airborne dust.

1.08 SCOPE OF WORK

- A. **Primary Clarifier #1** – Work shall include the following surfaces as outlined below:
 - 1. All interior steel in immersion including steel containment interior walls, rake arms, Drum, Piping, and any other steel surfaces in immersion.
 - 2. Concrete Floors in Immersion.
 - 3. All atmospheric steel including beams, catwalk, valves, etc.
- B. **Secondary Clarifier #1** – Work shall include the following surfaces as outlined below:
 - 1. Concrete Floors in Immersion.
 - 2. Concrete Effluent Channel.
 - 3. All Steel in Immersion including Rake Arms, Drum, Piping, and any other steel surfaces in immersion.

2.01 ACCEPTABLE MANUFACTURERS

- A. This specification lists products manufactured by The Sherwin Williams Company, Protective & Marine Division. Materials specified are cited as minimum standard of quality, which will be acceptable.
- B. Materials specified shall not preclude consideration of equivalent materials. Equivalent materials shall be submitted to Engineer/Owner for consideration and shall be made at least ten (10) days prior to the date of bids.
 - 1. Requests for substitution shall include evidence of satisfactory past performance in Wastewater Secondary Clarifiers.
 - 2. Substitutions will not be considered that change the number of coats, do not meet specified total dry film thickness, Coating system performance information, supplied by an ISO-certified laboratory, may be required prior to acceptance.
 - 3. Contractor shall state in the bid the amount of deduct to use equivalent materials to those specified.

2.02 COATING MATERIALS

A. Interior Steel (Immersion) – BASE BID

Scope: The following Near White Metal Blast specifications apply to the costing/lining of existing steel/ferrous metal when the existing coating system is completely removed by abrasive blast cleaning.

Surface Preparation: Remove all visible oil, grease, soil, dirt and other soluble contaminants in accordance with SSPC-SP1. The entire surface shall be Near White Blast Cleaned by the recommended methods outlined in The Society for Protective Coatings Specification **SSPC-SP10** (NACE No. 2). A surface profile of 3.0 mils is required.

Resurfacer: Apply **Steel Seam FT910 Epoxy Patching & Surfacing Compound** as needed to fill corrosion pits.

Intermediate Coat: Apply one complete coat of **Sherglass FF Glass Flake Reinforced Epoxy** at a minimum dry film thickness of 10.0 - 15.0 mils DFT.

Topcoat: Apply one complete coat of **Sherglass FF Glass Flake Reinforced Epoxy** at a minimum dry film thickness of 10.0 - 15.0 mils DFT.

B. Exterior Steel (Atmospheric) – ADD ALTERNATE A ONLY

Scope: The following Power Tool Cleaning specifications apply to the coating of existing steel/ferrous metal when the existing coating system is cleaned and prepared for coatings

Surface Preparation: Remove all visible oil, grease, soil, dirt and other soluble contaminants in accordance with SSPC-SP1. The entire surface shall be Power Tool Cleaned by the recommended methods outlined in The Society for Protective Coatings Specification **SSPC-SP3** (NACE No. 3). All rusted or compromised areas must be completely removed.

Spot Primer: Immediately after cleaning and before any rusting occurs, apply one coat of **Sherwin Williams Macropoxy 646 Fast Cure Epoxy** to all bare steel surfaces. This spot primer coat shall be applied at a dry film thickness of 5.0-7.0 mils.

Topcoat: Apply one complete coat of **Sherloxane 800 Semi-Gloss** at a minimum dry film thickness of 4.0 - 6.0 mils DFT.

C. Concrete Launder Trough (Immersion) – ADD ALTERNATE B ONLY

Scope: The following specifications apply to resurfacing of existing concrete when the existing coating system is completely removed by abrasive blast cleaning.

Surface Preparation: Remove all visible oil, grease, soil, dirt and other soluble contaminants in accordance with SSPC-SP1. The entire surface shall be Blast Cleaned by the recommended methods outlined in The Society for Protective Coatings Specification **SSPC-SP13** (NACE No. 6) Surface Preparation of Concrete to a CSP 3-5 per ICRI 310.2R. The pH of the concrete shall be a 9 or above prior to resurfacing.

Resurfacer: After surface preparation, use **Sherwin-Williams Duraplate 2300 Epoxy Modified Resurfacer** in lifts up to ½" maximum to restore and smooth concrete to the original plane. Or use **A.W. Cook MSM** for lifts of ½" up to 2" as needed.

Primer: Apply one coat of **Sherwin Williams Macropoxy 5000** to all concrete surfaces at 400-500 square feet per gallon. Optional primer to reduce outgassing.

Lining: Apply one coat of **Sherwin Williams Duraplate 6000** to all concrete surfaces to a film thickness of 100.0-125.0 mils DFT. This lining must be applied in one coat only.

Secondary Surface Preparation: Solvent wipe coated surfaces per SSPC-SP1 and lightly abrade the surface of the previously applied Duraplate 6000 with 180 grit sandpaper. Solvent wipe per SSPC-SP1.

Mildew Resistant Topcoat: Apply one coat of **Sherwin Williams Sherloxane 800** to all prepared surfaces to a film thickness of 4.0-6.0 Mils DFT.

D. Concrete Floors (Immersion) – BASE BID

Scope: The following specifications apply to sealing groundwater leaks through floor cracks, resurfacing of existing concrete when the existing coating system is completely removed by abrasive blast cleaning.

Grout Injection as Needed: Use **Avanti AV-202 Multi-Grout** or equivalent as needed to stop all groundwater leaks into the tanks.

Surface Preparation: Remove all visible oil, grease, soil, dirt and other soluble contaminants in accordance with SSPC-SP1. The entire surface shall be Blast Cleaned by the recommended methods outlined in The Society for Protective Coatings Specification **SSPC-SP13** (NACE No. 6) Surface Preparation of Concrete to a CSP 3-5 per ICRI 310.2R. The pH of the concrete shall be a 9 or above prior to resurfacing.

Resurfacer: After surface preparation, use **Sherwin-Williams Duraplate 2300 Epoxy Modified Resurfacer** in lifts up to ½" maximum to restore and smooth concrete to the original plane. Or use **A.W. Cook MSM** for lifts of ½" up to 2" as needed.

Primer: Apply one coat of Sherwin Williams Macropoxy 5000 to all concrete surfaces at 400-500 square feet per gallon. Optional primer to reduce outgassing.

Lining: Apply one coat of Sherwin Williams Duraplate 6000 to all concrete surfaces to a film thickness of 100.0-125.0 mils DFT. This lining must be applied in one coat only.

2.03 PIT FILLING

A. Pits, if any, shall be addressed by squeegee or knife with pit filler, such as **Sherwin-Williams Steel Seam FT 910** to eliminate holidays.

2.04 ACCESSORIES

A. Coating Application Accessories:

1. Provide application accessories as indicated in coating manufacturer's application instructions, including but not limited to cleaning agents, etching agents, cleaning cloths, sanding materials, and clean-up materials.

2. Material not specifically identified, but needed for proper application shall be of a quality not less than specified products.

2.05 MIXING Instructions: Specific product mixing and thinning instructions are to be found in the manufacturer's printed data sheets.

PART 3 EXECUTION

3.01 EXAMINATION

A. Site Verification of Conditions:

1. Examine areas and conditions under which application of coating systems shall be performed for conditions that will adversely affect execution, permanence, or quality of coating system application.
2. Correct conditions detrimental to timely and proper execution of Work.
3. Do not proceed until unsatisfactory conditions have been corrected.
4. Commencement of installation constitutes acceptance of conditions and responsibility for satisfactory performance.

3.02 PREPARATION

A. Protection:

1. Take precautionary measures to prevent fire hazards and spontaneous combustion. Remove empty containers from site at completion of each days work.
2. Provide drop cloths, shields, and other protective equipment.
3. Protect elements surrounding work from damage or disfiguration.
4. As Work proceeds, promptly remove spilled, splashed, or splattered materials from surfaces. Leave storage area neat and clean at all times.

B. Surface Preparation:

1. General Requirements:
 - a. Prior to application of *Coating*, surfaces shall be prepared to receive specified paintings system in compliance with these specifications.
 - b. Surfaces to be coated shall be clean, dry and free from dust and any foreign matter that might adversely affect adhesion or appearance.
2. Ferrous Metal Surfaces:
 - a. All surfaces shall be prepared to RP-0178 Design, Fabrication, and Surface Finish of Metal Tanks and Vessels to be Lined for Immersion prior to abrasive blasting operations.
3. Galvanized Steel Surfaces:
 - a. Solvent clean metal to remove contamination and oils in compliance with SSPC-SP1.
 - b. Brush blast to abrade the surface to SSPC SP16 Standards.

3.03 APPLICATION

A. General Requirements:

1. Apply coating systems in compliance with manufacturer's instructions and using application method best suited for obtaining full, uniform coverage and hide of surfaces to be coated.
2. Apply primer, intermediate, and finish coats to comply with wet and dry film thicknesses and spreading rates for each type of material as recommended by manufacturer and in accordance with SSPC-PA2.
3. Number of coats specified shall be minimum number acceptable. Apply additional coats as needed to provide a smooth, even application.
 - a. Closely adhere to re-coat times recommended by manufacturer. Allow each coat to dry thoroughly before applying next coat. Provide adequate ventilation for tank interior to carry off solvents during drying phase.
4. Employ only application equipment that is clean, properly adjusted, and in good working order, and of type recommended by coating manufacturer.

B. Thinning: Thinning requirements for specified products are to be found in the paint manufacturer's printed data sheets and are to be strictly adhered to.

3.04 REPAIR/RESTORATION

- A. At completion of Work, touch-up and restore finishes where damaged.
- B. Defects in Finished Surfaces:
1. When stain, dirt, or undercoats show through final coat, correct defects and cover with additional coats until coating is of uniform finish, color, appearance and coverage.
- C. Touch-up of minor damage shall be acceptable where result is not visibly different from surrounding surfaces. Where result is visibly different, either in color, sheen, or texture, recoat entire surface.

3.05 FIELD QUALITY CONTROL

- A. Required Applicator Inspections and Documentation:
1. Verify coatings and other materials are as specified.
 2. Verify environmental conditions are as specified.
 3. Verify surface preparation and application are as specified.
 4. Verify DFT of each coat and total DFT of each coating system is as specified using wet film and dry film gauges. DFT's shall be measured in accordance with SSPC-PA2.
 5. Coating Defects:
 - a. Check coatings for film characteristics or defects that would adversely affect performance of coating systems.
 - b. Check for holidays on steel immersion surfaces using a holiday detector in accordance with NACE SP0188-06

Report:

1. Prepare inspection reports daily.
2. Submit written reports describing inspections made and actions taken to correct nonconforming work.

3. Report nonconforming work not corrected.
Submit copies of report to Engineer and General Contractor.

B. Manufacturer's Service:

1. A representative of the paint manufacturer shall be available to provide on-site technical assistance, and guidance for application of the coating system as needed. The manufacturer's representative shall hold at a minimum a current AMPP Basic Coating Inspector Certification or higher.

3.06 PROTECTION

- A. Protect painted areas against damage until paint system is fully cured

3.08 ONE YEAR ANNIVERSARY INSPECTION

- A. Owner shall set a date for a one-year inspection.
- B. Owner will be responsible for draining the tank prior to the inspection. Owner will be responsible for system operation and pressure maintenance during the inspection and repair, if any.
- C. Inspection will be attended by an owner's representative, coating system manufacturer, and painting contractor.
- D. Repair deficiencies in coating systems as determined by Coating System Manufacturer in accordance with Coating Manufacturer's instructions.

PART 4: MISCELLANEOUS INFORMATION

Primary Clarifier Dimensions

- **Manufacturer:** Lakeside Spiraflo Clarifier
- **Diameter:** 58'-0" (58 feet)
- **Side Water Depth (Liquid Depth):** 16'-1½"

Secondary Clarifier Dimensions

- **Manufacturer:** WesTech Model COPC1G
- **Diameter:** 65'-0" (65 feet)
- **Side Water Depth (Liquid Depth):** 12'